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# WISCONSIN EDUCATION ASSOCIATION COUNCIL

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Great School!*

## **Testimony In Opposition to 2007 Assembly Bill 670**

### **Assembly Committee on Education Reform**

**January 8, 2008**

**by**

**Greg Spring, Negotiations Specialist**

**Wisconsin Education Association Council**

My name is Greg Spring. I am a Negotiations Specialist with the Wisconsin Education Association Council.

Thank you for the opportunity to speak today in opposition to Assembly Bill 670.

WEAC represents nearly 70,000 public school teachers. Assembly Bill 670 would adversely affect public school teachers throughout the state by eliminating the just cause standard for the non-renewal of teachers' individual employment contracts.

The standards for non-renewing a teaching contract are currently negotiated on the local level, as they should be. Under almost all of WEAC's collective bargaining agreements, teachers serve a probationary period. During that probationary period, which is typically three years, administrators may non-renew a teacher for any reason except an arbitrary or illegal reason. The non-renewal is generally not subject to challenge by the union's grievance process. It is only after the teacher successfully completes his or her probationary period that the just cause standard applies.

The just cause standard is critical for experienced teachers. Teachers are the men and women who make the difference in our classrooms, and teachers are sometimes targeted for reasons unrelated to their ability to do their jobs. Just cause merely requires that administrators articulate a valid reason based on evidence of performance and that a fair and objective investigation is conducted before a teacher's career is tarnished or ruined. Without just cause, a reduced standard of protection could be used to mask discrimination, including an administrator's bias against a teacher's political affiliation or personal beliefs and ideology.

Assembly Bill 670 articulates bad public policy by removing local control and making the just cause standard a prohibited subject of bargaining. Currently, Wisconsin Statute 111.70 provides that public sector employers and labor organizations have an obligation to bargain over mandatory subjects of bargaining. The just cause standard for discipline has long been recognized as a mandatory subject. Disputes regarding just cause are resolved through a mutually negotiated grievance procedure. Wisconsin courts have a long tradition of encouraging the use of arbitration as a means of resolving labor disputes.

Mary Bell, President

Dan Burkhalter, Executive Director





However, Assembly Bill 670 establishes a new statutory framework for renewals. By doing so, it removes disputes regarding non-renewals from the arbitration process and places them in the courts. If this bill becomes law, the union will no longer be able to filter the cases that proceed to arbitration, but instead any individual will have the right to file a case in court. An already clogged judicial system could become flooded with litigation from teachers who currently have a better system for dealing with these kinds of conflicts outside of the courts.

Assembly Bill 670 is just another attempt to subject teachers to a harsher standard than other public employees without reason. Police, firefighters, prison guards, waste management workers would all continue to have a just cause standard by contract. Wisconsin has one of the most qualified teaching corps in the nation. The average teacher has a master's degree, 15 years of experience, and teaches in a subject area in which he or she is certified. Wisconsin teachers do not deserve such punitive treatment.

Great schools benefit everyone. The students in Wisconsin's public schools get the best education when the men and women who work in their classrooms use their professional judgment and talents free from unnecessary fear. WEAC members support school districts' personnel decisions when the decisions are based on the interest of the students but not when they are based on politics, personalities or rumors.

WEAC urges you to vote against Assembly Bill 670. Thank you.

**For more information please contact:**

Greg Spring, WEAC Negotiations Specialist, 1-800-362-8034 x273 or [springgg@weac.org](mailto:springgg@weac.org)



AB-670



# Happy Hollow

LEARNING CENTER



June Ertenberg  
Happy Hollow Learning Center  
3265 Hwy K  
Hartford, WI 53027

Representative Pridemore  
@ [Bill.Savage@legis.wisconsin.gov](mailto:Bill.Savage@legis.wisconsin.gov)  
Fax# 1-608-282-3699

Dear Representative Pridemore and Senator Grothman,

Having been a member of the Hartford Joint 1 School Board from 1991 to 1997 and president of that board from 1994 to 1997, I am very supportive of your presentation of proposed bill number LRB-1491. This is a small but positive step toward allowing school boards to run our schools more economically and effectively. It is extremely hard to follow the present contract renewal system of written notice each year and you make perfect sense with just limiting a teacher, with their initial license, to a one year contract. Those teachers will work to be renewed each year and of course after working well for five continuous years, and gaining their professional teacher license, they deserve the two-year contract. Any professional would be expected to have these guidelines.

I highly respect the Wisconsin Association of School Boards (their information helped me become an effective school board member) and I am pleased they favor your proposal!!

Thank you for proposing these changes. I will help you further if necessary.

Sincerely,  
June Ertenberg

Former School Board Member for six years

1. The first part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom. It is shown that the structure of the atom is determined by the laws of quantum mechanics, and that the structure of the atom is a result of the interaction of the various forces acting on the particles.

2. The second part of the paper is devoted to a discussion of the structure of the nucleus. It is shown that the structure of the nucleus is determined by the laws of quantum mechanics, and that the structure of the nucleus is a result of the interaction of the various forces acting on the particles.

3. The third part of the paper is devoted to a discussion of the structure of the molecule. It is shown that the structure of the molecule is determined by the laws of quantum mechanics, and that the structure of the molecule is a result of the interaction of the various forces acting on the particles.

4. The fourth part of the paper is devoted to a discussion of the structure of the crystal. It is shown that the structure of the crystal is determined by the laws of quantum mechanics, and that the structure of the crystal is a result of the interaction of the various forces acting on the particles.

5. The fifth part of the paper is devoted to a discussion of the structure of the liquid. It is shown that the structure of the liquid is determined by the laws of quantum mechanics, and that the structure of the liquid is a result of the interaction of the various forces acting on the particles.

6. The sixth part of the paper is devoted to a discussion of the structure of the gas. It is shown that the structure of the gas is determined by the laws of quantum mechanics, and that the structure of the gas is a result of the interaction of the various forces acting on the particles.



STATE REPRESENTATIVE

# DON PRIDEMORE

## CHANGING THE TERMS OF TEACHER EMPLOYMENT CONTRACTS

### ASSEMBLY BILL 670

### ASSEMBLY COMMITTEE ON EDUCATION REFORM

JANUARY 8, 2008

For the most part, our state's teachers are professional and excellent at educating our children. This unfortunately is not always the case. In the past few years some high profile cases of teachers that do not belong in school have come to light. Although, these cases are few, school boards still need tools to rid these teachers from schools so more professional educators can enter the teaching profession. School boards currently don't have these tools and thousands of dollars are being spent on legal fees and salaries when simple changes to state statutes could eliminate this problem and increase teacher accountability. This bill is a simple way of doing just that.

Some examples are attached in a memo distributed to each of you. One involves a Cedarburg teacher that was viewing pornography on a school computer. The school district spent over \$100,000 in legal fees on this case. Another example is a Richfield teacher that was caught bartending when she was supposed to be in such ill health that she could not teach. The whole time she was bartending, because of this ill health she was collecting her salary on sick leave. The Richfield school district was required to pay thousands in legal fees and thousands more in back pay in this teacher's case.

These cases should not occur. The taxpayers and our children deserve better. If a teacher is not appropriate for school, a school board should not have to keep them on because of statutory red tape. This bill would cut through that red tape. It is a small change, but will help school districts greatly with accountability. Simply put, this bill will allow school districts to release ineffective teachers without having to go to court.

Essentially, the changes that this bill would make to current law are that currently, a school board must give a teacher written notice of renewal or refusal to renew their teacher contract for the next school year. This provision may be changed by a collective bargaining agreement. My bill would require that terms of each teacher employment contract are limited to one year. This would change when the teacher reaches continuous employment for five years. At that time, the term of the contract becomes two years. Continuous employment does not have to be in the same school under this bill. Also, the bill protects teachers by prohibiting nonrenewal of a contract for arbitrary or capricious reasons.

This bill is supported by the Wisconsin Association of School Boards. The fiscal estimate for this identical bill, 2005 Senate Bill 643, stated that there would be no state fiscal effect if it had passed and the local fiscal effect would be dependent on the number of teachers retained or terminated and therefore the local fiscal estimate was indeterminate. At this time I would be happy to answer any questions committee members may have.

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(608) 267-2367 • Toll-Free: (888) 534-0099 • Fax: (608) 282-3699 • Rep.Pridemore@legis.wi.gov

99th Assembly District: 2277 Highway K • Hartford, WI 53027

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DIVISION OF THE PHYSICAL SCIENCES  
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TEL: 773/936-5000 FAX: 773/936-5001  
WWW: WWW.CHEM.UCHICAGO.EDU

RECEIVED  
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TO: THE CHAIRMAN, BOARD OF TRUSTEES  
FROM: THE DEAN, DIVISION OF THE PHYSICAL SCIENCES  
SUBJECT: RECOMMENDATION FOR THE RE-ELECTION OF  
MEMBERS OF THE BOARD OF TRUSTEES

I have the honor to acknowledge the receipt of your letter of the 10th day of January, 1997, regarding the re-election of members of the Board of Trustees. I am pleased to inform you that the Division of the Physical Sciences has recommended the re-election of the following members of the Board of Trustees:

1. PROFESSOR J. K. STILLE, Department of Chemistry, University of Chicago, 530 South East Asian Avenue, Chicago, Illinois 60607-7070, U.S.A. (Tel: 773/936-5000, Fax: 773/936-5001, E-mail: jkstelle@chem.uchicago.edu)

2. PROFESSOR J. K. STILLE, Department of Chemistry, University of Chicago, 530 South East Asian Avenue, Chicago, Illinois 60607-7070, U.S.A. (Tel: 773/936-5000, Fax: 773/936-5001, E-mail: jkstelle@chem.uchicago.edu)

3. PROFESSOR J. K. STILLE, Department of Chemistry, University of Chicago, 530 South East Asian Avenue, Chicago, Illinois 60607-7070, U.S.A. (Tel: 773/936-5000, Fax: 773/936-5001, E-mail: jkstelle@chem.uchicago.edu)

4. PROFESSOR J. K. STILLE, Department of Chemistry, University of Chicago, 530 South East Asian Avenue, Chicago, Illinois 60607-7070, U.S.A. (Tel: 773/936-5000, Fax: 773/936-5001, E-mail: jkstelle@chem.uchicago.edu)



AB-670

Dear Senator Grothman and Members of the Assembly Committee of Education Reform,

I am a citizen of the Cedarburg School District. I want you to be aware of a private effort, in addition to the efforts being made by the Cedarburg Board of Education, to keep Robert Zellner out of the classroom. The following is a mailing that is scheduled to go out this week to members of our community:

Dear Community Member,

Former Cedarburg High School Science Teacher, Robert Zellner, is currently fighting in Appeals Court to get his job back with back pay. A decision in this case is expected soon. Our school board is focusing their energies and the tax dollars available to them to fight this battle. Regardless of the outcome, an appeal to the Wisconsin State Supreme Court is anticipated.

In addition to his court battle for job reinstatement, Mr. Zellner has been fighting the release of his pre-arbitration hearing transcript. This transcript includes information he brought forward during his hearing to defend his use of a school computer to view pornography. Mr. Zellner's attorney filed a lawsuit in Circuit Court to prevent the release of this document to the public. Mr. Zellner prevailed in Circuit Court.

This is why we are writing to you.

In September, we opened a Legal Defense Fund for the purpose of raising money to fight the legal battle necessary to secure for the public Robert Zellner's Arbitration Hearing Transcript. We had a small window of time to file the Notice of Appeal after which the chances of the public ever seeing his transcript would greatly diminish. Because we received financial support from about fifty Cedarburg families, we believed we had sufficient funds to move forward. The Notice of Appeal was filed on November 11.

Mr. Zellner is concerned about the release of medical information he brought forth in his own defense. We have trouble imagining any medical condition that would require he view pornography on a school computer. If Mr. Zellner felt this medical information was so important that he needed to bring it forward to defend his actions, we believe the taxpayers and parents of the community have the right to read his testimony, especially in light of the fact he is fighting to get

back in the classroom with our children. If he is successful, the relevance of his testimony will only increase.

We are working with Attorney Joseph Olson of Michael Best and Friedrich. Attorney Olson has been recognized for his integrity as well as for his skill as a litigator. The estimated cost of legally pursuing this document is 12-13 thousand dollars. We paid the attorney firm a \$4,000 retainer in November, and an additional \$2000 on January 4.

Mr. Zellner and his attorneys have already engaged us in frivolous legal activity to add expense to the process. On December 5, Mr. Zellner's attempt to have our appeal dismissed was denied.

From now until February 1, we will embark on phase three of our fund raising efforts. This letter is being mailed to over two hundred families whom we believe share our concerns about the return of Mr. Zellner to the classroom.

We are asking these two hundred families to consider contributing to this effort before February 1, so that we will be able to continue to cover the costs incurred in this legal battle. A twenty dollar donation from each family would accomplish much. While we do not enjoy asking for money, our discomfort is eclipsed by our concerns for the welfare of students.

Checks or cash donations can be made to:

**CED PUBLIC SCHOOL DEFENSE FUND**

Cornerstone Community Bank

2090 Wisconsin Avenue

Grafton, WI 53024

Please feel free to contact us with questions or concerns you might have. Thank you for your consideration.

Sincerely,

Dave and Heidi Morgan

376-4369

It is frustrating that all of this money and effort should be required to keep a teacher out of the classroom- a teacher who has admitted to viewing pornography on a school computer, has stored bikini-clad images of our Cedarburg High School students on his school computer. Almost 1500 lewd and lascivious images, which the Justice Department defined as his "erotica," were also stored. Websites he chose to visit include the names allsexyteenz, c-ms-ckingsl-ts, and dumpstersl-ts.

Must we wait for a child to be harmed or a crime to be committed before we can remove a teacher from the classroom?

Thank you for whatever you can do to help us now and others in the future.

Sincerely,  
Heidi Morgan

Page 11

It is noted that the original contract was for the purchase of 100,000 shares of common stock of the Corporation at a price of \$10.00 per share. The contract was entered into on January 1, 1961, and the shares were delivered to the Corporation on January 1, 1962. The contract was for the purchase of 100,000 shares of common stock of the Corporation at a price of \$10.00 per share. The contract was entered into on January 1, 1961, and the shares were delivered to the Corporation on January 1, 1962.

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Very truly yours,  
[Signature]

To Members of the Assembly Committee on Education Reform:

Thank you for reviewing my testimony on Assembly Bill 670. Having served on the negotiations committee of the Kewaskum School Board for many years, I understand how hard it is to terminate teachers who are not performing up to par in their duties.

With my tenure of over 24 years of service on the Kewaskum School Board, I have attended many seminars dealing with contract negotiations and have tried to rectify some of the loop-holes in our teacher contracts. I believe Senator Grothman and Representative Pridemore are on the right track to help school districts in that process.

However: with the collective bargaining and the "just-cause" clause in all the contracts it is an up-hill battle to terminate a teacher. Fortunately, the contract in the Kewaskum District has the 3-year probation period and we find that with the help of our mentoring system and the Kewaskum University classes, our new and first year teachers become first-rate.

But I understand that not all districts are so fortunate. If a board chooses to non-renew a newer teacher's contract because they are not up to the task of teaching, that board's decision will likely be legally challenged. It is often not cost effective for districts to remove ineffective teachers from teaching. And this leads to a problem of poor teachers remaining in the teaching profession when they could be weeded out earlier.

What I find hard to do, even with a "paper-trail" is to terminate teachers with longevity, who no longer wish to be in the classroom. This is where I believe we are harming our students and their education today. Teachers, who do not want to teach, should be terminated as easily as a new teacher on probation.

There is a lot of work yet to be done in this area, but this bill will give some districts a tool to strengthen their contracts.

I am willing to help the committee continue to make strives in making it easier to terminate teachers who do not perform their duties. Whether it's in the classroom, putting grades on the computer for parents/students or continuously improving their skills as teachers to meet the high level of excellence expected in today's field of education.

I believe with some discussion on these concerns this bill and similar legislation could become the tool all school board members are looking for when dealing with teachers' termination.

Thank you for reviewing my testimony and please support Assembly Bill 670.

Sincerely:

Jean E. Goeden  
229 Whisper Lane, Kewaskum  
Kewaskum School Board  
262-626-2777

1. The first part of the paper is devoted to the study of the

properties of the function  $f(x)$  defined by the equation

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AB-670

To: WIMC  
From: Charles Hillman  
Re: Teacher Employment Contracts bill  
Date: January 7, 2008

As School Board president of the West Bend School District, I have seen first hand how difficult it is to nonrenew teachers who at best are not doing their job and at worst are negatively affecting the education of our children. The current process is time consuming, costly, and onerous. I can see why most Districts do not even bother and instead just move the offending teacher to a bogus position involving minimal contact with students. In these times of challenging school financing, that is simply not a viable alternative.

As such, I support Senator Grothman's attempts to allow districts to use the "arbitrary and capricious" standard on nonrenewals, eliminating the "just cause" standard. This would be the same standard currently applied to administrators.

Whether they feel comfortable admitting to this in public, I am convinced that the vast majority of administrators and teachers support this action. Most teachers work very hard and are committed to the welfare of their students. They more than anybody cannot abide a fellow teacher who is not pulling his or her weight.

I urge you to support this legislation.

Sincerely,

Charles E. Hillman  
[ceh@grandcare.com](mailto:ceh@grandcare.com)  
262-689-6732







STATE REPRESENTATIVE

# DON PRIDEMORE

## MEMO

TO: Members of the Assembly Committee on Education Reform

FROM: Representative Don Pridemore, Chair

RE: Assembly Bill 670

DATE: January 8, 2008

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I have enclosed with this memo articles related to Assembly Bill 670. This bill would change the terms of teacher employment contracts. This bill is state revenue neutral and it is supported by the Wisconsin School Boards Association.

### Materials enclosed:

- Milwaukee Journal Sentinel, "Firing has been costly" November 25, 2006 Tom Kertscher
- Milwaukee Journal Sentinel, "Firing of teacher who viewed porn at school upheld" April 3, 2007 Tom Kertscher
- Milwaukee Journal Sentinel, "Teacher caught bartending may get school job back" April 15, 2007 Tom Kertscher
- Milwaukee Journal Sentinel, "\$42,000 settlement reached with teacher" April 23, 2007 Tom Kertscher
- Milwaukee Journal Sentinel, "Board rehires Arrowhead coach" October 11, 2006 Sarah Larimer
- Milwaukee Journal Sentinel, "Editorial: Let the public know" October 13, 2006
- Racine Journal Times, "Victim of sex assault by educational assistant sues Racine Unified" May 30, 2007 Janine Anderson
- The Milwaukee Channel WISN, "Racine Teacher's Aide Sentenced For Sexual Assault" September 14, 2006
- Shorewood Now, "Former SHS teacher heading to prison" July 5, 2006 Brendan O'Brien
- Channel 3000 WISN, "Waunakee Teacher's Aide Put On Leave After Party" November 14, 2007
- The Chippewa Herald, "State agents, police arrest former Chippewa Falls teacher" August 1, 2006 The Chippewa Herald
- West Bend Daily News, "Employee arrested for stealing from Hartford Union High School" January 4, 2008 Kevin Kocchi

DP:wrh



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## Firing has been costly

### Effort to oust Cedarburg teacher tops \$100,000

By TOM KERTSCHER

[tkertscher@journalsentinel.com](mailto:tkertscher@journalsentinel.com)

Posted: Nov. 25, 2006

**Cedarburg** - The School Board's efforts to fire a teacher who viewed pornography on his school computer have resulted in legal expenses exceeding \$100,000, records show.

The expenses are enough to pay the annual salaries of two teachers. They will continue to mount because the teacher, Robert Zellner, has gone to court to get his job back.

Whether the legal costs are due to a teacher termination process that is common in most Wisconsin school districts, or to decisions made by the Cedarburg School Board in this specific case, is a matter of debate.

Much of the blame is on the state teachers union, according to Barry Forbes, general counsel of the Wisconsin Association of School Boards. It has lobbied for legislation and negotiated contracts in ways that complicate the process of firing a teacher, he said.

"One of the union's goals is to make the process fair, (but) I suspect one of the goals is to make the process expensive," Forbes said.

That view is rejected by Bruce Meredith, general counsel of the union, the Wisconsin Education Association Council.

"The process doesn't drive the cost," Meredith said. "... How the employer chooses to litigate is what drives the cost."

### An expensive history

The Cedarburg School District had a history of expensive personnel problems before Zellner was fired in January.

From 2001 through 2005, according to a Journal Sentinel analysis, Cedarburg spent \$470,000 in legal

fees, more than any other school district in Ozaukee County.

Since then, the district has accumulated \$107,128 in legal bills in the Zellner case. That was as of Sept. 26, the most recent billing record available from the district as submitted by its law firm, von Briesen & Roper in Milwaukee.

Cedarburg School Board members lament that so much money has gone toward legal bills, but they believe they have a mandate from the community to do whatever it takes to keep Zellner from returning to the classroom.

"At what price do you to decide to put somebody who views pornography back into your school?" asked School Board President John Pendergast. "We don't believe that somebody who views pornography (in school) should be in the school district."

Jina Jonen, the teachers union attorney who represents Zellner, said Cedarburg's legal expenses are mounting because it took a "very simple work-rule violation" that Zellner admitted to - viewing the sexual images for 67 seconds - and "went overboard" by deciding to fire him.

Just how often Zellner viewed sexual images on his school computer, and whether the School Board had other motivations for firing him, have complicated the case.

The School Board's 6-0 vote on Jan. 17 to fire Zellner was based on evidence that he viewed pornographic images on his school computer for 67 seconds on a Sunday in November 2005.

When Zellner appealed his firing, the School District hired experts to further examine Zellner's computer and found what it said were 1,500 pornographic images.

After the School Board upheld the firing, however, Zellner took the case to an arbitrator, who determined that it was unclear how many of the 1,500 images had been accessed intentionally.

The arbitrator, Edmond Bielarczyk Jr. of Sun Prairie, concluded that there was clear evidence Zellner had viewed adult images on his school computer on only one other occasion, for 18 minutes on a Tuesday in May 2005.

Bielarczyk also questioned whether school officials wanted to fire Zellner for his union activities in opposition to Superintendent Daryl Herrick. Ultimately, Bielarczyk ruled that Zellner should have been only reprimanded and ordered that the School Board reinstate him.

After the School Board refused to reinstate Zellner, he filed an action in Ozaukee County Circuit Court asking a judge to force the board to carry out the arbitrator's order. The case is pending.

"He's not a threat to kids; there's no child pornography here," Jonen said. The teachers union estimates that it has spent \$50,000 in legal fees on Zellner's case.

School officials contend that when first confronted about the 67-second incident, Zellner admitted to viewing pornography on his school computer on other occasions. They also point to dozens of letters and petitions from parents and others in the community who don't want Zellner allowed back in the classroom.

**Examples of legal costs incurred in 2006 by the Cedarburg School District in connection with the firing of Robert Zellner.**

- Jan. 17: \$3,046 for 14.1 hours of legal work in connection with a School Board meeting the same evening at which the board fired Zellner.
- Jan. 24: \$308 for a 1.4-hour telephone call between a School Board attorney and Zellner's attorney.
- Feb. 16: \$612 for 3.4 hours of legal research to determine whether it was possible to hold Zellner's grievance hearing in public. The hearing on the grievance was held in private.
- April 17: \$1,537 for 7.5 hours for deposition of computer expert to testify at arbitration.
- April 26: \$600 for 2.5 hours researching case law on "immorality" and "pornography."
- July 6: \$2,823.50 for 12.4 hours for third day of three-day arbitration hearing.
- Aug. 4: \$2,280 for 10.5 hours writing second and third drafts of legal brief, other legal research.
- Aug. 15: \$2,750 expert witness fee paid to Madison psychologist Anna Salter, who testified at the arbitration.

Milwaukee Journal Sentinel, "Firing has been costly" November 25, 2006 Tom Kertscher



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## Firing of teacher who viewed porn at school upheld

### Judge says arbitrator failed to consider 'immoral conduct'

By TOM KERTSCHER and DAVID DOEGE  
[ddoege@journalsentinel.com](mailto:ddoege@journalsentinel.com)

*Posted: April 3, 2007*

A judge has ruled that the Cedarburg School District was within its rights to fire Robert Zellner, a teacher who viewed pornography on his school computer.

But in overturning an arbitrator's decision, Ozaukee County Circuit Judge Joseph McCormack issued a ruling so rare that appeals in the 15-month-long case are likely to continue for some time.

The ruling was made public Tuesday, the day on which three Cedarburg School Board members who voted to fire Zellner ran for re-election.

The School Board fired Zellner in January 2006 after determining that he viewed pornography on his school computer for 67 seconds on a Sunday in 2005. Zellner taught science at Cedarburg High School.

Zellner appealed to an arbitrator, who ruled in September that Zellner should have been reprimanded, not fired.

After the School Board refused the arbitrator's order to rehire Zellner, he sued.

In deciding the case in the School Board's favor, McCormack concluded it was necessary to take the rare step of overturning an arbitrator's decision because the decision failed to consider that Zellner's actions amounted to "immoral conduct."

The judge wrote that "clearly the expression of the public policy in this state as set forth in (state law) should be sufficient notice to any person that there will be severe consequences when any rule violation crosses into such type of conduct."

Zellner's lawyer, Jina Jonen of the Wisconsin Education Association Council teachers union, said she will appeal the ruling, arguing that it isn't supported by evidence or legal precedent.

Jonen also said she fears McCormack's ruling will encourage "parties to challenge arbitration awards

and could clog the court system."

Arbitration, which is done to avoid court, is a common feature in teacher contracts.

Jonen and state Rep. Fred Kessler, who is an arbitrator and former Milwaukee County circuit judge, said it is rare for a judge to overturn an arbitrator's decision.

The law calls for an arbitrator's decision to be given great weight unless there is evidence of misconduct or blatant disregard of the law, Kessler said.

"In spite of the long standing and well reasoned body of law that severely limits this court in its review of an arbitrator's decision," McCormack wrote, "there is clear, satisfactory and convincing evidence to support this court's opinion that the (school) board's decision was not arbitrary, that there was a rational basis for terminating Mr. Zellner's employment for viewing pornography."

John Pendergast, president of the Cedarburg School Board, would not say whether the board will take the case to the state Supreme Court if McCormack's ruling is overturned on appeal.

But the board, which has spent more than \$100,000 in legal fees on the case, has indicated it is dead set against rehiring Zellner.

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## Teacher caught bartending may get school job back

### Arbitrator backs woman who worked while out sick

By TOM KERTSCHER

[tkertscher@journalsentinel.com](mailto:tkertscher@journalsentinel.com)

*Posted: April 15, 2007*

**Richfield** - Two years ago, when the school superintendent heard that a teacher out on sick leave was working as a bartender, he decided to personally investigate.

Sure enough, there was the teacher, Diane Wagner, serving drinks, carrying trays and dancing to a Dusty Springfield tune at a restaurant across from Pewaukee Lake.

The now-departed superintendent soon terminated Wagner. But a state arbitrator - a former bartender herself - has since ordered the Richfield School Board to reinstate Wagner and give her back pay. The teacher's attorney says the sides now are near a resolution.

The arbitrator's ruling tells the teacher's story:

Wagner had been the Richfield School District's Spanish teacher, teaching students from kindergarten through eighth grade, since 1990.

A former bar owner, Wagner has also worked for years as a bartender at Michael's House of Prime in the city of Pewaukee.

By all accounts, Wagner became very ill in September 2002 and could not work either job.

Diagnosed with viral meningitis and viral encephalitis, Wagner experienced severe head and body aches and could not tolerate sunlight, artificial light or noise.

Over time, Wagner got better. And a little over two years after becoming ill, she started bartending again at Michael's.

Wagner had been providing the School District with regular reports from doctors, who said she was not ready to return to the classroom. But she didn't tell the School District that she had resumed her bartending.

Eventually, District Administrator Craig Baker found out, and he decided to investigate.

Baker had been hired after Wagner went on sick leave, so she didn't recognize him when he visited Michael's House of Prime on April Fools' Day 2005.

### **"Dancing" on duty**

Baker wrote about his observations:

"Ms. Wagner appeared to have no difficulty waiting on customers. . . .

"At one point, Ms. Wagner lit up a cigarette and was 'dancing' while she smoked. The song on the radio was 'Wishing and Hoping' (Dusty Springfield)."

Baker returned to Michael's weeks later and found Wagner bartending again.

He concluded that Wagner hadn't returned to teaching when she was physically able to and, in effect, had resigned.

Wagner, however, had not submitted a resignation and actually had begun trying to make arrangements to return to school, at least part time. She had formerly taught at Richfield full time, but her job was reduced to part time before she went on leave.

Initially, Baker ignored Wagner's calls and letters; but on Aug. 25, 2005, Baker wrote to Wagner, telling her he knew about her bartending and that he no longer considered her an employee of the School District.

Wagner filed a grievance the next day.

A two-day hearing was held last June before Karen Mawhinney, an attorney based in Elkhorn who works for the Wisconsin Employment Relations Commission.

Before Mawhinney could issue her decision, Baker himself went on medical leave last August. He never returned. The School Board concluded that he could no longer perform his job and terminated him. The district would not disclose Baker's medical condition.

### **Took a new job**

Meanwhile, Wagner took a job as a Spanish teacher at St. Joseph Catholic School in Big Bend.

Then, in December 2006, Mawhinney issued her decision.

The School District had argued that not only had Wagner abandoned her teaching job by not returning to school after she resumed bartending, but that there was no evidence to back her claim that bartending was part of her rehabilitation plan.

Wagner, in turn, had argued that when she returned to bartending, she was not capable of handling a teacher's job. At Michael's, she said, the lights were low, the pace was slow and she could take breaks when she needed to.



Mawhinney sided with Wagner.

The School District, Mawhinney determined, had failed to prove that Wagner was physically able to return to school. It hadn't even bothered, she noted, to ask Wagner about her condition or why she was able to bartend but not teach.

The district's attorney said he didn't want to elaborate beyond what was presented to the arbitrator.

But the teacher's attorney, Mary Pitassi, said Friday that the two sides "are in the final stages of reaching an agreement on the terms of Ms. Wagner's return to work."

### **Working as teacher's aide**

Wagner is working as a teacher's aide in the district, Pitassi said, because when the arbitrator made the decision, the district had no teaching position for which she was qualified.

Labor law experts on both sides, while disagreeing about the arbitrator's ruling, were somewhat in agreement.

Baker should have sought an independent medical opinion on whether Wagner was able to return to the classroom, "not take this cowboy tactic and put himself in the place of a doctor," said Milwaukee attorney Nola Hitchcock Cross, who represents employees.

While Cross agreed with the arbitrator's decision, Jim Scott, a Milwaukee attorney who represents employers, said he thought the termination was justified. But he agreed that Baker could have handled the matter better.

"This was a little bit too much cowboy on the part of the administrator," Scott said.

<

*Lawrence Sussman of the Journal Sentinel staff contributed to this report.*

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## \$42,000 settlement reached with teacher

**Richfield** - The School District has agreed to pay more than \$42,000 to a former teacher who an arbitrator ruled was wrongly terminated after she resumed a part-time bartending job. She will also get her teaching job back.

Spanish teacher Diane Wagner went on sick leave in 2002 after contracting viral meningitis and viral encephalitis. In 2005, when the district administrator discovered that Wagner had returned to her bartending job, he terminated her.

Wagner, who had said she could handle the bartending work during her recovery because of frequent breaks and minimal hours, fought the termination.

In December, a state arbitrator ruled in Wagner's favor, saying the School District had failed to prove that Wagner was physically able to return to her teacher's job, which is also part time.

Under a settlement reached last week, the School District agreed to give Wagner her teaching job back beginning with the 2007-'08 school year, as well as nearly \$35,000 in back pay and about \$7,700 in benefits.

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## Board rehires Arrowhead coach

### District bases decision on its own inquiry of remarks

By SARAH LARIMER  
[slarimer@journalsentinel.com](mailto:slarimer@journalsentinel.com)

*Posted: Oct. 11, 2006*

**Town of Merton** - Arrowhead School District officials renewed the contract of a head high school girls basketball coach late Wednesday evening, after a district investigation of sexual comments he made to his players.

The Board of Education voted 5-3 after a long debate in closed session to renew the contract of Ron Reichle, in his sixth year of coaching Arrowhead's girls basketball program. He also teaches history.

"I think the board members have studied this issue. They voted with their conscience," Superintendent David Lodes said after the meeting. The contract approval was based mainly on the district's own investigation, he said.

Lodes said the district would release a statement today.

Two players awaited the closed-door decision Wednesday night until about 10:30 p.m.

"We are happy," said senior basketball player Ashley Peck, who attended the meeting with teammate Morgan Sacharski.

Federal and district officials have redacted documents that detail complaints about Reichle's comments, but conversations with an attorney who represents a family of the basketball player who brought a sexual harassment complaint against the coach came forward with some accusations in August.

Attorney Robert Theine Pledl has previously said district officials confirmed that Reichle:

- Once told the players, "If you weren't playing basketball, you'd be drinking and getting laid, and I'm sure you'd be getting laid every night."
- Told the players something to the effect of, "If you don't want to play basketball, you can become a cheerleader, wear short skirts and show your crotches to the boys in the stand."

- Made several comments about a player's behind.
- Informed team members that he arrived at school early because his sexual advances to his wife were rejected, so he decided to view team tapes instead.

The district's investigation of Reichle concluded that his comments were inappropriate, but he was not disciplined.

The family of the basketball player who filed the complaint in February took the case to the regional Office for Civil Rights for the U.S. Department of Education and said the district's initial response was inadequate.

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From the Oct. 12, 2006 editions of the Milwaukee Journal Sentinel  
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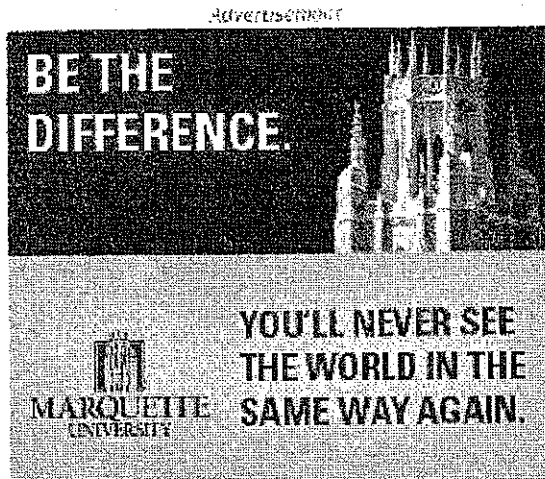
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## Editorial: Let the public know

From the Journal Sentinel

Posted: Oct. 13, 2006

Did the Arrowhead School Board do the right thing in renewing the contract of a high school girls basketball coach who had been accused of making sexual comments to his players?



The problem is that the public doesn't know enough about what happened and about the rationale behind the district's decision to rehire Ron Reichle, who is in his sixth year of coaching Arrowhead High School's girls basketball program. And the district isn't being very forthcoming. It's not just parents of girls at Arrowhead who deserve better from school officials. The public in general has an interest in learning specifically what comments were made.

On Thursday, the day after the School Board voted to renew Reichle's contract, the district issued a news release saying that an internal investigation determined that "no sexual harassment occurred" because whatever comments were made to a student did not rise to a level "that denied or limited her ability to participate in or benefit from an educational program" and that, thus, no federal rules were broken.

The statement did add, however, that the district's own policies and educational standards had been violated. The statement also indicated that some sort of disciplinary action would be meted out but did not detail what that action would be.

According to an August interview with an attorney for the family of a player who brought a sexual harassment complaint against the coach, Reichle once told players, "If you weren't playing basketball, you'd be drinking and getting laid, and I'm sure you'd be getting laid every night."

He also allegedly made comments about a player's behind, told players that if they didn't want to be basketball players they could be cheerleaders and wear short skirts and expose themselves to boys in the stands and told team members that he arrived at school early to view team tapes because his wife had rejected his sexual advances.

<http://www.jsonline.com/story/index.aspx?id=518329>

10/14/2006

such comments have no place in a school setting, especially coming from an adult male coach in front of female teens.

The public deserves to know if the school's investigation determined that he indeed made those comments. It also deserves to know whether such comments were a rarity or commonplace. And it can't know that - or make an informed judgment on whether Reichle deserves to have his contract renewed - unless the district reveals what the investigation found.

# THE RACINE REPORT

## 05/30/2007: Victim of sex assault by educational assistant sues Racine Unified

By Janine Anderson

Journal Times

RACINE — A student sexually assaulted by a former Racine Unified School District educational assistant is suing the school district for damages.

Lisa Myhre, 34, is serving a seven-year prison sentence for sexually assaulting two boys she met while working at McKinley Charter Middle School. She was placed on administrative leave when the charges were filed and later resigned from the district.

Patrick Noaker, an attorney from St. Paul, Minn., is representing one of the victims, who is now 18 years old. The Journal Times does not name victims of sexual assaults.

"This is a very injured family," Noaker said. "This is a junior high kid. When his mom dropped him off in the morning at McKinley (Middle School), she had every expectation that they'd teach him and protect him."

He said the district is being named in the suit because they did not properly supervise Myhre or the students with whom she was working.

"Their failure ended up with my (client) being abused and separate continued abuse," Noaker said.

Noaker said he filed a notice of claim with the district on Dec. 20, seeking \$1 million for pain and suffering plus damages for medical and psychological treatment. The district responded on April 12, he said, denying liability for the claims and damages. Their response also states the notice of claim was untimely, pursuant to state statute. Noaker shared copies of the correspondence with The Journal Times.

Stephanie Kratochvil, Unified's communications director, said the district did not receive an official notice of claim; also, district officials had not seen the civil complaint, she said, and were therefore unable to comment on the allegations.

Noaker said the case stems from his client's difficulty in overcoming what happened to him when he was a young teenager, and the young man's desire to protect other students.

"On the comedy shows you hear 'Oh my God, I wish I'd have had that teacher,'" he said. "This was a 13- and 14-year-old boy. All you have to do is look at your nephew who's that age to realize, for goodness sakes, that's just a kid. It has had a profound effect on his life."

The victim, reached by phone Wednesday evening, said he was upset and angry with the school district.

"I feel they let this happen without doing a thing to stop it," he said. "I was down in that room 3 or 4 hours a day with the door closed, lights off, door locked."

He was afraid to ask for help, he said, after Myhre made him "pinkie swear" that he would not tell anyone about the abuse. What he really wants now, he said, is to see the district change so no other students have to go through this.

"So they can protect the kids better in schools, and control the teachers," he said. "I guess for them to just really know what's going on in the schools.

"I think it really could just happen to any parent's kid."

His mother said that she and her son feel that Unified personnel covered things up and looked away. She said she believes Myhre was given too much freedom at the school, and that nobody questioned the access Myhre had to the boy she was sexually abusing.

"I think people should just stand up and say what they know to help the kids," she said. "Covering it up is not going to help them.

"It will just help more predators like Ms. Myhre."



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## Racine Teacher's Aide Sentenced For Sexual Assault

Related To Story

POSTED: 6:08 pm CDT September 14, 2006

**RACINE, Wis.** -- A Racine County teacher's aide is heading to prison for sexually assaulting a student..

An emotional Lisa Myhre told a judge Thursday that she promised to do better when she gets out of prison.

Myhre pleaded no contest, and the judge convicted her and scolded her for having an affair with a teenage boy.



Lisa Myhre

Myhre is the mother of three children, but authorities said she also has a baby from one of her affairs.

"I'm sorry, and what I did was unforgivable. That's all I can say," Myhre said.

The judge sentenced her to more than 12 years in prison. Myhre is also accused of assaulting another boy.

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## Former SHS teacher heading to prison

### Before pleading guilty, child porn felon faced 17 years behind bars

By Brendan O'Brien  
Staff Writer

Posted: July 5, 2006

Royce Huffman, a former Shorewood High School math teacher, was sentenced to three months in the House of Corrections and three years of probation June 28 in Milwaukee County Circuit Court for five felony counts of possession of child pornography.

The 33-year-old faced 17 years in prison and a \$50,000 fine before he pleaded guilty to the charges in May.

"What I did was wrong. ... I am very sorry for my actions," the bald, goateed Huffman read from a prepared statement. "My goal is to continue the counseling I have found helpful and become a positive member of the community."

Circuit Court Judge Jeff Wagner stayed a three-year prison term for Huffman, who received work and counseling release privileges during his three-month incarceration that will begin Tuesday, July 11.

"It appears that you have general remorse for your behavior. It appears also that you are receiving treatment, and that is certainly necessary," Wagner said.

Under the terms of the probation, Huffman must register as a sex offender and provide his DNA to the state. He is not allowed to use or possess camera equipment or a personal computer, nor is he allowed to use the Internet anywhere but at work.

He may not have unsupervised contact with anyone younger than 18 and may not possess or view pornographic images, images of nude or partially-nude children, or children in suggestive positions. Huffman is not allowed to carry a firearm or vote.

He must maintain full-time employment.

"All these kinds of conditions protect the community and can also have a very punitive aspect as well," said Craig Albee, Huffman's attorney, of the state's recommended provisions of his probation.

### Neighbor speaks out

After the sentencing, a neighbor of the Milwaukee resident levied a stern warning.

"We're worried about terrorists all over the world and on our borders, but it's sitting there in the courtroom ... it's not going to stop at pictures," said Jeff Keller, a sturdy construction worker wearing a bright yellow T-shirt and safety vest.

"The problem is communities look the other way. They got to stand together and keep these guys down," he added outside of the courtroom. "I guarantee that there's no one in this hallway that could have looked at all of those pictures and not thrown up."

### Events leading to arrest

"Mr. Huffman concerns me because he is someone who will take action on his desires," said District Attorney Chris Liegel, who summarized the investigation that led to Huffman's arrest last January and subsequent conviction.

"Federal agencies had conducted a raid, I believe in Belarus or Ukraine, of a company that was operating a child porn service over the Internet," he said. "This raid resulted in United States federal authorities seizing information regarding subscribers of this Web service."

Huffman's name, credit card information and address were among the data seized. In June 2004, federal authorities turned over this information to the Milwaukee Police Department, which began its own investigation.

On Jan. 16 of this year, the department's high technology unit found 47 still images of prepubescent girls in "sexually explicit poses or involved in sexual activity with adult males," according to the criminal complaint.

"Quite frankly, these were quite disturbing," Liegel said.

This is the second time in the last 16 months that Huffman has had to answer for his sexual indiscretions. On Feb. 11, 2005, a circuit court judge ordered Huffman to surrender his teaching license and pay a \$1,000 fine after several students complained to school officials about his behavior in the classroom.

Huffman pleaded no contest to the single count of disorderly conduct in a circuit court for what Liegel called a "campaign of sexual harassment perpetrated on the female students in his classes."

The allegations of inappropriate sexual behavior included an incident in which Huffman touched the buttocks of a female student, who was wearing a John Kerry sticker on her pant's pocket.

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## Waunakee Teacher's Aide Put On Leave After Party

### ***District Says 5 Students Disciplined***

POSTED: 5:58 pm CST November 14, 2007



**WAUNAKEE, Wis.** -- The Waunakee School District said it has put an employee on unpaid leave and that five students have been disciplined so far following an underage drinking party in the community.

Jacklyn Kaltenberg, 44, an elementary school teacher's aide, and her husband have been charged with resisting or obstructing an officer in connection with the party.

A criminal complaint filed in Dane County Circuit Court said sheriff's deputies arrived at the farm residence of Daniel and Jacklyn Kaltenberg in the town of Westport early Sept. 30, just after midnight, in response to a report of an underage drinking party.

Three students have been charged with disorderly conduct while using a dangerous weapon.

The school district is continuing its investigation into the incident, and the superintendent said that officials will make decisions after getting records from the sheriff's department.

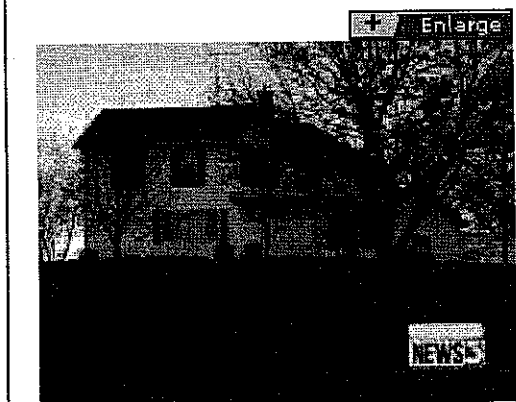
The superintendent said that students, parents and community members have not been very cooperative during the investigation.

#### **Previous Stories:**

- November 14, 2007: [Police: Underage Party Near Waunakee Became 5-Hour Standoff](#)
- November 9, 2007: [Authorities Recommend Charges In Underage Drinking Party](#)

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**MONDAY JANUARY 7, 2008**

Last modified: Tuesday, August 1, 2006 6:24 PM CDT

## **State agents, police arrest former Chippewa Falls teacher**

By The Chippewa Herald

Computer records at Chippewa Falls Senior High School were checked by agents of the Wisconsin Department of Justice Tuesday following Monday evening's arrest of a former Chi-Hi math teacher on four drug charges.

Greg Nerbovig, 61, whose address was listed in 2005 court records as 3213 Melby Road, Eau Claire, was arrested on four counts of possession with intent to deliver anabolic steroids.

Nerbovig has not been formally charged. He was been arrested by the Division of Criminal Investigation, a part of the Department of Justice, and by city of Eau Claire police.

Nerbovig retired from teaching in June 2006 after teaching over 30 years in the school district, Chippewa Falls Superintendent Mike Schoch said.

"All of their (staff members') correspondence that takes place over the Internet is public," Schoch said. Staff members sign an agreement making their correspondence on school computers public.

"We're just cooperating with the investigators," Schoch said.

Several years ago, Greg Nerbovig wrestled under the stage name of "The Teacher" for an independent wrestling outfit based out of Eau Claire. He was also known as a weightlifter.

Anabolic steroids are hormones that increase the user's metabolism. They are taken by athletes to increase their muscle size or to recover faster from injuries.

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# Employee arrested for stealing from Hartford Union High School

By KEVIN KOCCHI  
Daily News Staff

A Hartford Union High School employee has been arrested for theft after allegedly taking money earmarked for student activity and other accounts.

The 53-year-old woman was arrested after Hartford Police Officer Jim Zywicki and high school Principal Joe Frinzi conducted surveillance on money from the school to be deposited that day according to the police report on the incident. Money had been previously taken.

The money which was stored in a desk had been photo-copied and had video surveillance aimed on the area around 1 p.m. Dec. 5. At about 3:30 p.m. that day Frinzi notified Zywicki the bank called and officials said the deposit was \$580 short.

The officers then detained the

three people who have access to the desk and keys for the money bags.

While interviewing the three individuals, a 53-year-old female admitted to taking the money.

She also told authorities she

had previously taken money four or five times between October and December totaling about \$1,000.

She said she had used the money to pay bills and intended to pay

the money back, according to the police incident report.

The matter has been referred to the Washington County District Attorney's Office.

## **Every Child Deserves a Great Teacher**

### **Testimony by Senator Glenn Grothman**

#### *Assembly Bill 670*

January 8, 2008

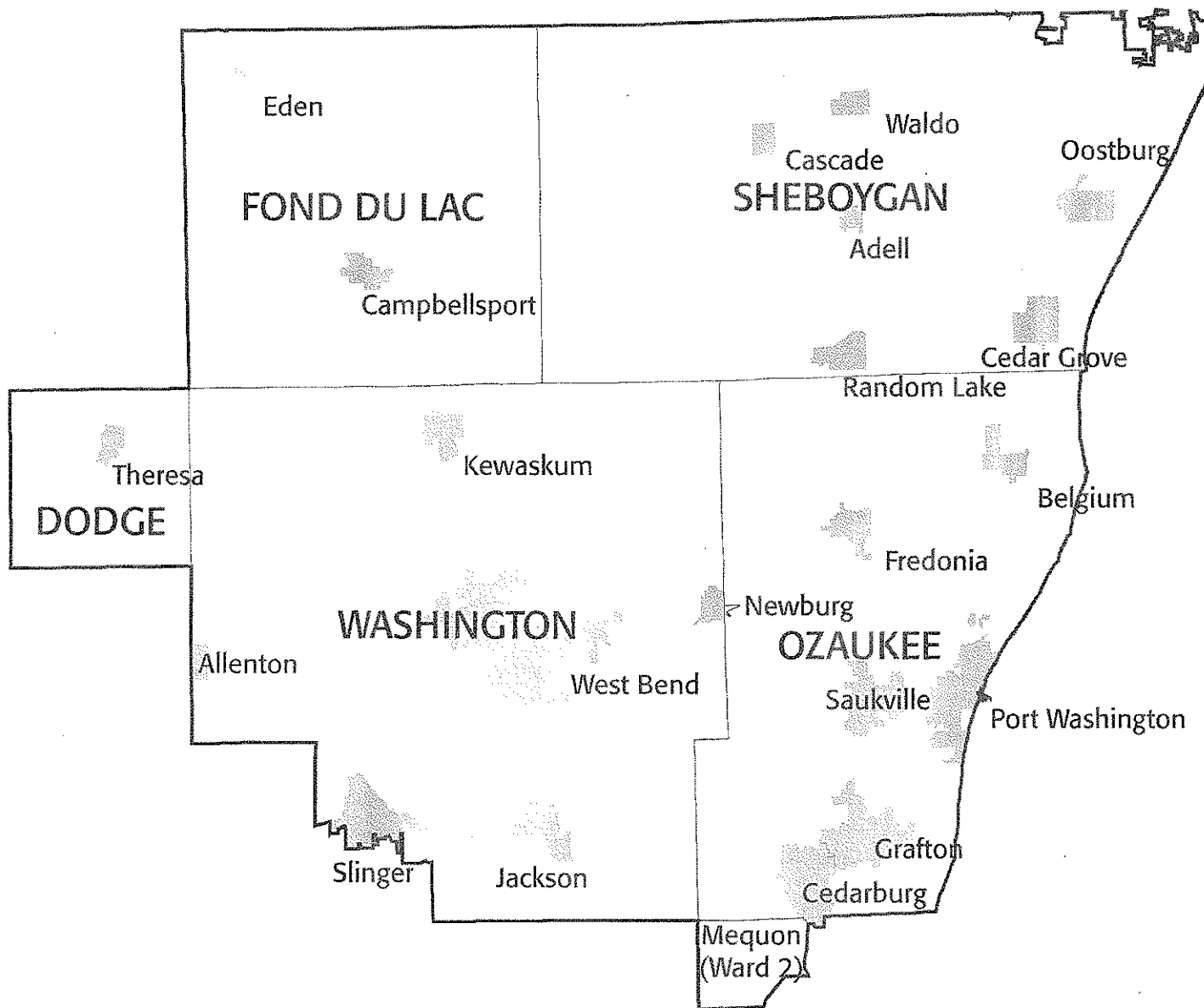
Chairman Pridemore and Committee Members,

Thank you for holding a hearing on Assembly Bill 670, The Every Child Deserves a Great Teacher Act.

During many conversations with school board members and administrators, one of their primary frustrations is the inability to remove unsatisfactory teachers from the classroom. I was therefore pleased when I was approached by the Wisconsin Association of School Boards to be the Senate author of the draft set before you today.

With regard to this draft, I would like to make the following comments:

- 1) I've talked to over a dozen superintendents who feel this bill would improve the quality of education in Wisconsin for a variety of reasons. Almost uniformly, the superintendents were willing to discuss this bill over the phone or in the privacy of their offices. They did not want to go public because of fear of revenge from the teachers' unions at contract time. I heard this repeatedly.
- 2) Defenders of the current system claim that you can get rid of a bad teacher. Superintendents, however, made the following points:
  - a) It takes two to four years to document a teacher is doing a poor job. A child is only in second grade once. Should 60 to 80 children have to put up with a bad second grade teacher to have the system work?
  - b) It is hard in the current system to get rid of a merely mediocre teacher. If such a teacher knows they are in trouble, they can dial it up for one year and then lapse back the next two or three. A teacher with 20 or 25 years of good evaluations who decides to pack it in is very difficult to remove.



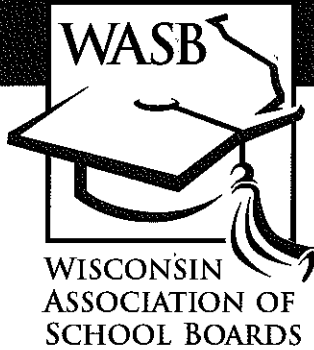


- c) The difficulty in the current system causes too many superintendents to shy away from even trying to remove bad teachers. This is a reality that will always be true. Some superintendents are "spineless." Some are simply not smart enough to know better.
  - d) A local teacher's union that wants to get rid of bad teachers is helpful. My personal opinion is that these are in the minority.
  - e) The current system can sometimes cause a young teacher to be fired. A superintendent may terminate a marginal teacher in their final probation year out of fear they will be stuck with a lemon for the next 30 years.
  - f) The current system may cause school districts to promote a bad teacher to a higher paid administrative job just to get them out of the classroom.
- 3) Legal costs reduce the amount available under the school spending caps. A well-known case in Cedarburg has cost that district over \$100,000 in attorney fees.

In the real world, most people are at-will employees. If a legislator introduced a bill making it as difficult to fire an employee at a car wash, a lawn care service, or a burger stand, the business community would rightly be outraged in that quality of lawn care, car washes, or fast food would get worse and the cost would go up. Nevertheless, we continue with a system in which education thought is less important than say, car washes or lawn care. A system in which the "rights" of employees are considered more important than the rights of students is scandalous. Every Child Deserves a Great Teacher!

Please pass Assembly Bill 670.





122 W. WASHINGTON AVENUE, MADISON, WI 53703  
PHONE: 608-257-2622 • FAX: 608-257-8386

JOHN H. ASHLEY, EXECUTIVE DIRECTOR

TO: Assembly Education Reform Committee  
FROM: Sheri Krause, Legislative Services Coordinator  
DATE: January 8, 2008  
RE: Assembly Bill 670

The Wisconsin Association of School Boards supports Assembly Bill 670. As school districts continue to face increased student achievement expectations and accountability measures, it is appropriate to grant experienced teachers the same job security provisions as school administrators.

Currently, teachers have one-year contracts and the standard for non-renewal is just cause, which is a very difficult standard to reach and gives teachers substantial job protection. If a board chooses to non-renew a teacher's contract because he or she is simply not an effective educator, the board is likely to face a legal challenge. This can become very expensive for districts and discourages them from removing ineffective teachers from the classroom.

AB 670 would make the reasons for renewal or non-renewal of a teacher's contract a prohibited subject of bargaining. Just as in probationary periods for other professions, the applicable Wisconsin Fair Employment Act provisions and other federal protective labor provisions would still be in place. In addition, the reasons for non-renewal could not be arbitrary or capricious and job security provisions could still be negotiated for discharge, discipline, suspension, reduction in rank or compensation during a contract term.

AB 670 would create a five-year probationary period in which teachers would continue to have one-year contracts. The probationary period coincides with PI 34, the teacher licensure code, which allows for a five-year initial licensing period. Once a teacher has been employed for five years, he or she would be granted a two-year contract.

As a result, AB 670 would grant experienced teachers the same job security provisions as those for school administrators. They would have two-year contracts and any reason for non-renewal, other than for "arbitrary or capricious" reasons, would be a prohibited subject of bargaining.

The WASB urges your support for AB 670. Thank you.

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